

Master Restructuring Agreement

Exhibit 1.24
Assumed Liabilities

Exhibit 1.24

Assumed Liabilities

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Exhibit 1.175
Retained Liabilities

Exhibit 1.175

Retained Liabilities

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Exhibit 1.178
Excluded Saginaw Assets

Exhibit 1.178

Excluded Saginaw Assets

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Exhibit 1.187
Separation Costs

Exhibit 1.187

Separation Costs

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Exhibit 3.01(a)(i)
Outstanding GM Purchase Orders

Exhibit 3.01(a)(i)

Outstanding GM Purchase Orders

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Exhibit 3.01(b)
Recently Awarded Business

Exhibit 3.01(b)

Recently Awarded Business

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Exhibit 3.01(b)(i)

Booked Business Pricing to Be Agreed

Exhibit 3.01(b)(i)

Booked Business Pricing to Be Agreed

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Exhibit 3.02
Contract Extensions

Exhibit 3.02

Contract Extensions

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Exhibit 3.03(a)
Changes in Manufacturing Location

Exhibit 3.03(a)

Changes in Manufacturing Location

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Exhibit 3.07
New Business Awards

Exhibit 3.07

New Business Awards

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Exhibit 3.08(a)
FOP Programs

Exhibit 3.08(a)

FOP Programs

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Exhibit 3.08(b)
First Opportunity Process

Exhibit 3.08(b)

First Opportunity Process

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Exhibit 3.12

Sites That Are on New Business Hold As of September 11, 2008

Exhibit 3.12

Sites That Are on New Business Hold As of September 11, 2008

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Exhibit 3.14
ROLR

Exhibit 3.14

ROLR

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Exhibit 4.01(a)
Form of Monthly Invoice for Excess Labor Costs

EXHIBIT A (I) - Labor Supply Invoices for the Bid Dates Period
NOTE: One such invoice shall be provided for each the UAW, IUE and USW pursuant to Section 4.07 B (I)

	Q4 2008			Q1 2009			Q2 2009			Q3 2009 (only July and August 2009)			Q4 2009		
	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)	Minors' Total US \$* (f.000)	Labor Cost (f.000)
Single Time	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Vings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Overhead Premium	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indemnity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Indemnity Week	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
July Day	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Seniority Leave	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Performance Bonus	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Wage Related	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wage & Related	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Applicable Worker's Compensation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Liability Required	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
401K Matching	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PAYGO Healthcare	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplemental Unemployment Benefits and Severance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disability/Sickness and Accident	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Active Basic Life Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Item X ¹	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Item Y ¹	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Additional Agreed Upon Items ²	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Labor Cost (Projected in Bid)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Labor Supply Calculation															
Active Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Time 1250hr	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Labor cost @ \$25/hr	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Labor Supply	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minors' Costs Not Included ²	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minors' Compensation (Pre - 2008)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Non Agreed Upon Items	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Minors' (Traditional and Ongoing)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal (Traditional and Ongoing)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

¹ Items X and Y are not specific to the offer covered under the supply and have alternative amounts that would require the total US labor cost associated with total item X.
² Review the items in the bid with the contractor to determine if labor cost items have been included in the bid.
³ Includes only existing locations as of employee release date are allocated to additional US labor in the bid.

EXHIBIT 4.01 A (ii) - Actual Labor Subsidy for Ongoing Periods
 The information contained herein shall not be disclosed to any member of GM Global Purchasing and Supply Chain
 NOTE: One such invoice shall be provided on a monthly basis

	Labor Cost (\$ 000)	Memo: Total US ^{3,4} (\$ 000)	Labor Cost (\$/hr)	Memo: Total US ^{3,4} (\$ 000)
Straight Time	-		-	
COLA (only for Red Circle Period)	xxx		xxx	
Subtotal Wages	-		-	
Overtime Premium	-		-	
Night Shift Premium	-		-	
Independence Week (only for Red Circle Period)	xxx		xxx	
Vacation	-		-	
Holiday	-		-	
Jury Duty	-		-	
Bereavement Leave	-		-	
Military Leave	-		-	
Profit Sharing (only for Red Circle Period)	xxx		xxx	
Suggestion Awards	-		-	
Performance Bonus	-		-	
Subtotal Wage Related	-		-	
Total Wage & Related	-		-	
Employer Taxes	-		-	
Applicable Worker's Compensation	-		-	
Total Legally Required	-		-	
401K Matching	-		-	
PAYGO Healthcare	-		-	
Training and Legal Funds (only for Red Circle Period)	xxx		xxx	
Supplemental Unemployment Benefits and Severance	-		-	
Disability/Sickness and Accident	-		-	
Administrative Costs - NBC	-		-	
Active Basic Life Insurance	-		-	
Total Benefits	-		-	
Item X ¹	-		-	
Item Y ¹	-		-	
Additional Agreed Upon Items ^{1,2}	-		-	
Total Labor Cost (Included in Subsidy)	-		-	
Labor Subsidy Calculation				
Active Hours	-		-	
Times \$26/hr	X		X	
Total labor cost @ \$26/hr	-		-	
Labor Subsidy	-		-	
Memo: Costs Not Included: ²				
Signing Bonus (2003 Contract)	-		-	
Worker's Compensation (Pre - 2006)	-		-	
Other Non Agreed Upon Items	-		-	
Pension	-		-	
OPEB (Traditional and Ongoing)	-		-	
Subtotal Legacy/Fixed Cost	-		-	

¹ For costs that are not specific to the sites covered under the subsidy and have allocation amounts GM shall require the total US labor cost associated with that line item.
² Relates to other labor cost items that the Parties agree upon in writing as per the definition of Labor Cost Line Items in the Restructuring Agreement. Such amounts will be itemized.
³ Costs related only to plants included in the labor subsidy
⁴ Includes only existing locations as of emergence unless costs are allocated to additional US sites in the future

EXHIBIT 4.01 A (iii) - Forecast Labor Subsidy

The information contained herein shall not be disclosed to any member of GM Global Purchasing and Supply Chain

	ALL PLANTS INCLUDED IN LABOR SUBSIDY						ALL PLANTS INCLUDED IN PRODUCTION CASH BURN					
	2008						2008					
Forecast headcount:	Q1	Q2	Q3	Q4	CY	2009	Q1	Q2	Q3	Q4	CY	2009
Production	-	-	-	-	-	-	-	-	-	-	-	-
Skilled	-	-	-	-	-	-	-	-	-	-	-	-
Layoff/Separation	-	-	-	-	-	-	-	-	-	-	-	-
Leave	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-
Estimated rate per hour:												
Production	-	-	-	-	-	-	-	-	-	-	-	-
Skilled	-	-	-	-	-	-	-	-	-	-	-	-
Layoff/Separation (Per employee \$000s)	-	-	-	-	-	-	-	-	-	-	-	-
Leave (Per employee (\$000s)	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-
Hours	500	500	500	500	2,000	2,000						
Labor Subsidy \$Mils	-	-	-	-	-	-						

EXHIBIT 4.01 A (v) - Facility Sales Data

The information contained herein shall not be disclosed to any member of GM Global Purchasing and Supply Chain
NOTE: Numbers used above are for illustrative purposes only.

Monthly Facility Sales Detail
 \$ millions

	Month Actual				Month Total	Year to Date
	Grand Rapids	Kokomo	Lockport	Rochester		
GM	8	40	50	41	139	1,663
Tier to GM	1	2	5	1	9	107
Allied - GM	1	1	6	4	19	229
Allied - Non-GM	1	1	2	1	4	52
Other (Non-GM)	3	5	0	3	10	125
TOTAL	15	56	63	49	181	2,176
Memo: Non-GM	4	5	2	3	15	177
Non-GM as a % of Total Sales	28%	9%	4%	7%	8%	8%
Non-GM Revenue Limit (Month/YTD)					20	240

Applicable Labor Reimbursement Percentage	100%
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NOTE: Delphi will provide monthly sales data as soon as possible, but no later than 10 days following the delivery of monthly invoice (Exhibits 4.01A (i)-(iv)); The Applicable Labor Reimbursement Percentage will only be calculated once a year, in the final invoice for any

Exhibit 4.02(b)

**Form of Monthly Invoice for the Aggregate Amount of the Applicable Cash Burn
Percentage of Production Cash Burn Incurred at all Support Facilities**

Exhibit 4.02(b)

**Form Of Monthly Invoice For The Aggregate Amount Of
The Applicable Cash Burn Percentage Of Production Cash Burn Incurred
At All Support Facilities**

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Exhibit 4.02(i)

Letter from Bill Hurles, of GM, to Jeff Paprocki, of Delphi, dated February 1, 2007

Exhibit 4.02(i)

**Letter From Bill Hurles, Of GM, To Jeff Paprocki,
Of Delphi, Dated February 1, 2007**

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